

PUBLIC MEETING

FRANCHISE AND CONCESSION REVIEW COMMITTEE

WEDNESDAY, OCTOBER 11, 2017 @ 2:30 P.M.

2 LAFAYETTE STREET, NEW YORK, NY

NOTE: INDIVIDUALS REQUESTING SIGN LANGUAGE INTERPRETERS SHOULD CONTACT THE MAYOR'S OFFICE OF CONTRACT SERVICES, 253 BROADWAY, 9TH FL., NEW YORK, N.Y. 10007 (212) 788-7490, NO LATER THAN SEVEN (7) BUSINESS DAYS PRIOR TO THE PUBLIC MEETING. TDD USERS SHOULD CALL VERIZON RELAY SERVICE.

*Franchise and Concession Review Committee Public Meeting
Wednesday, October 11, 2017 @ 2:30 P.M.*

NEW YORK CITY DEPARTMENT OF PARKS AND RECREATION

No. 1: **IN THE MATTER** of the intent to seek Franchise and Concession Review Committee approval to utilize a different procedure, pursuant to Section 1-16 of the Concession Rules of the City of New York, to enter into a Sole Source License Agreement (“Agreement”) with the 34th Street Partnership, Inc. (“the Partnership”) for the operation and maintenance of Herald and Greeley Squares in Manhattan (“Licensed Premises”), including the operation of food concessions, temporary markets, and special events, and the placement of advertising. The Partnership shall operate and maintain the Licensed Premises for the use and enjoyment of the general public in accordance with the terms of the Agreement and to the reasonable satisfaction of the Commissioner. All gross receipts received by the Partnership will be used exclusively to pay all costs incurred by the Partnership in operating, repairing, maintaining, and managing the Licensed Premises, and in performing the Partnership’s obligations and providing services required or permitted by the Agreement (“Expenses”). If the gross receipts received by the Partnership for any Fiscal Year exceed such costs (“Excess Revenues”), any Excess Revenues shall be used by the Partnership to pay Expenses incurred in any subsequent Fiscal Year provided however that up to \$100,000 of Excess Revenues per Fiscal Year may be used on the Licensed Premises or other property under the jurisdiction of Parks within the BID, as approved by Parks. At the end of the term, any remaining Excess Revenues shall be remitted to the City in accordance with the Agreement. The term of this Agreement shall be ten (10) years with up to two (2) five (5) year renewal options, by mutual agreement, and shall commence on Parks’ giving written notice to proceed to the Partnership.

**A proposed resolution was submitted relative thereto.
RESOLUTION FOR ADOPTION.**